EXHIBIT E

BAKER & McKENZIE

Baker & McKenzie Ltd.
Attorneys at Law

5th Floor and 21st-25th Floors
990 Abdulrahim Place
Rama IV Road, Silom, Bangrak
Bangkok 10500
Thailand

Tel: +66 2636 2000
Fax: +66 2636 2111
bangkok.info@bakermckenzie.com
www.bakermckenzie.com

Asia Pacific
Bangkok
Beijing
Brisbane
Hanoi
Ho Chi Minh City
Hong Kong
Jakarta*
Kuala Lumpur*
Manila*
Melbourne
Seoul
Shanghai
Singapore
Sydney
Taipei
Tokyo
Yangon

Europe, Middle East & Africa
Abu Dhabi
Almaty
Amsterdam
Antwerp
Bahrain
Baku
Barcelona
Berlin
Brussels
Budapest
Cairo
Casablanca
Doha
Dubai
Dusseldorf
Frankfurt/Main
Geneva
Istanbul
Jeddah*
Johannesburg
Kyiv
London
Luxembourg
Madrid
Milan
Moscow
Munich
Paris
Prague
Riyadh*
Rome
St. Petersburg
Stockholm
Vienna
Warsaw
Zurich

Latin America
Bogota
Brasilia**
Buenos Aires
Caracas
Guadalajara
Juarez
Lima
Mexico City
Monterrey
Porto Alegre**
Rio de Janeiro**
Santiago
Sao Paulo**
Tijuana
Valencia

North America
Chicago
Dallas
Houston
Miami
New York
Palo Alto
San Francisco
Toronto
Washington, DC

* Associated Firm
** In cooperation with Trench, Rossi e Watanabe Advogados

Certificate of Accuracy of Translated Document

1. I am an employee of Baker & McKenzie, Ltd., in Bangkok, Thailand. My job title is translator, and my job responsibility is to translate documents from Thai to English and English to Thai.

2. My education background is Bachelor's Degree in English language and literature, and graduate diploma in English-Thai translation from Thammasat University, Thailand. I am fluent in both written and spoken Thai and English.

3. I was asked to prepare English translation of Supreme Court Judgment No. 15453-15454/2558, dated December 30, 2015, which was originally written in Thai.

4. I make this statement to certify that the English translation of the Court Judgment identified above that is attached hereto is, to the best of my knowledge and belief, a true, accurate and complete translation into the English language.

5. By my signature below, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: August 11, 2016

(Suporn Pongpujaneegul)

(Translation)

(Garuda Emblem)

(31 bis) For court use

Judgment

In the Name of His Majesty the King

Ref. No. 15453-15454/2558

Supreme Court

30 December 2015

Civil Case

between

Tsuburaya Productions Co., Ltd.	Plaintiff
vs.	
Mr. Sompote Saengduenchai, No. 1 Tsuburaya Chaiyo Co., Ltd., No. 2 Chaiyo Productions Co., Ltd., No. 3	Defendants
Matching Entertainment Co., Ltd., No. 4	Co-defendant

Re: Intellectual property, copyright

The Plaintiff and the three Defendants appealed against the order and verdict delivered by the Central Intellectual Property and International Trade Court (the "**Central IP & IT Court**") dated 27 June 2006 and 2 April 2007. The Supreme Court accepted the appeals on 5 October 2007.

The Plaintiff filed and amended its complaint as follows. The Plaintiff invented and created copyrighted works related to Ultraman, which include the Ultra Q movie in 1965 and the movie and applied art in a form of a human-like character named Ultraman or "Yod Manut" (in Thai) in 1966. The Plaintiff also created numerous literary and artistic works which can be classified as paintings, prints, photos, and applied arts, called Ultraman or the "Yod Manut" series. These works included the human-like characters of the same family as Ultraman, for example, Ultraman Zoffy, Ultra Seven, Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, Ultraman Cosmos, etc., as well as the Ultraman or "Yod Manut" movie series, and portraits, paintings, and photos of all Ultraman or "Yod Manut"

characters in various postures. The Plaintiff created these works from 1965 up to the present time. The Plaintiff's copyrighted work was released for the first time in 1966, and in later years in Japan, which is a member of the copyright protection convention called the Berne Convention for the Protection of Literary and Artistic Works. Thailand is also a member of this convention. The Plaintiff registered the trademark "ULTRAMAN" in English and Japanese, and the names of other characters of the same family as Ultraman with the Patent and Trademark Office in Japan in 1967, and also registered the trademark "ULTRAMAN" in English and Japanese for many other Ultraman characters or works later on. On 16 December 1997, the Plaintiff sued Defendant No.1, Defendant No. 2, Mr. Peerasit Saengduenchai, and Book Athens Distribution Co., Ltd., in the Central IP & IT Court, in the criminal case and civil case in relation to the criminal case, Red Case No. Or.459/2543, on a charge of joint infringement of the copyrighted Ultraman works created and owned by the Plaintiff, i.e. Ultraman, Ultraman of Ultra, Ultra Seven, Untraman Jack, Ultraman Ace, Ultraman Taro, Ultraman Leo, Ultraman 80, Ultraman Towards the Future, Ultraman the Ultimate Hero, Ultraman Tiga, Ultraman Zearth, Ultraman Zoffy, and Ultraman Astra. The Central IP & IT Court ruled that the Plaintiff was the copyright owner and sole creator of the Ultraman works. The Agreement between Mr. Nobory Tsuburaya and Defendant No.1, dated 4 March 1976, was genuine. This Agreement was an agreement to transfer the copyrights in the nine movies specified in clause 1 thereof, and not a license agreement. The copyrights of the Ultraman movie series subsequently produced by the Plaintiff belonged to the Plaintiff. The transfer of rights in the aforesaid Ultraman works neither covered the rights to other future works created by the Plaintiff, nor restricted the Plaintiff's right to create new Ultraman works or develop new Ultraman characters. Defendant No. 2 had no right to the Plaintiff's new creations. Defendant No. 2 merely had the right to distribute, produce, or reproduce the copyrights or trademarks, and the right to publish the works through medium. The Plaintiff appealed that the Agreement was forged. The case was being reviewed by the Supreme Court. Therefore, Defendant No. 1's rights under the Central IP & IT Court judgment did not cover the copyrights in respective characters in the nine movies. Defendant No. 1 had no right to adapt or imitate these original characters in the nine movies in order to create new characters. From 1999 up until the end of 2001, Defendant No. 1, personally and as an authorized director of Defendant No.2, permitted Defendant No. 3, a company jointly founded by Defendant No. 1, to produce movies and create characters called Ultraman Millennium and Ultraman Zoul or Dark Ultraman. The three Defendants imitated and adapted the characteristics of the Plaintiff's Ultraman characters, namely Ultraman Powered, Ultraman King, and Ultraman Tiga, of which the Plaintiff was the copyright owner. The three Defendants imitated body and facial structures, patterns, colors, postures, and other characteristics of the characters in the nine Ultraman movies, i.e.s Ultraman Powered and Ultraman King, and also imitated the name "Tiga Dark" without the Plaintiff's permission. On 12, 13, 14, 19, 20, and 21 October 2001, the three Defendants jointly presented the Ultraman Millennium and Dark Ultraman characters to the public for commercial purposes. These characters were shown on stage in the Ultraman Millennium

Live Show in Bangkok 2001, which was jointly organized, for collecting admission fees, by the three Defendants at the Impact Arena, Muang Thong Thani, Nonthaburi Province. The three Defendants claimed that these characters were new Ultraman works created by them. In 2004, Defendant No.1, personally and as an authorized director of Defendant No. 2, permitted Defendant No. 3 to create a character called Ultraman Elite, which imitated the characteristics of Ultraman Powered, Ultraman Cosmos, and Ultraman Tiga created by the Plaintiff, and claimed that it was Defendant No. 3's creation. On 23, 24, 25, and 30 April, and 1 and 2 May 2004, the three Defendants jointly presented the Ultraman Elite character to the public for commercial purposes. This character was shown on stage along with the Ultraman Millennium and Dark Ultraman characters in the Ultraman Live Show 4D, which was jointly organized, for collecting admission fees, by the three Defendants at the Impact Arena, Muang Thong Thani. The three Defendants claimed that this character was a new Ultraman work created by them. From the end of 2001 up to the present time, the three Defendants have jointly claimed that they are copyright owners of Ultraman Millennium, and have licensed others to reproduce, adapt, or communicate to the public that Ultraman Millennium work. The Ultraman Millennium character was used on products that licensees were licensed to produce for distribution in return for remuneration, with the wording "Ultraman Millennium © 2001 Chayo Production Co., Ltd." being printed on the character or product label. From the end of 2003 up to the present time, Defendants No. 1 and No. 2 have claimed that they are copyright owners or have the rights in certain characters, namely Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, which were newly created by the Plaintiff in 1993, 1997, 1998, and 2001, respectively, and were not in the nine Ultraman movies under the license agreement. Defendants No. 1 and No. 2 licensed others to reproduce, adapt, or communicate to the public these Ultraman characters. These Ultraman characters were used on products that licensees were licensed to produce for sale, without the Plaintiff's permission. The three Defendants' acts injured the Plaintiff's reputation, dignity, and right to seek economic benefits. The Court was asked to force the three Defendants as follows.

(1) The three Defendants shall be prohibited from publicizing the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters, or from licensing others to exercise a right or do anything which constitutes infringement of the Plaintiff's copyrights.

(2) The three Defendants shall be prohibited from imitating, reproducing, adapting, or doing anything which constitutes infringement of the Ultraman copyrights in Ultraman works of which the Plaintiff is a creator and copyright owner.

(3) The three Defendants shall be prohibited from licensing others to exercise a right or do anything which constitutes infringement of the Plaintiff's copyrights in the Ultraman or "Yod Manut" creations.

(4) Defendants No. 1 and No. 2 shall be prohibited from claiming any rights to Ultraman works created by the Plaintiff, aside from the nine movies specified in the license agreement, Plaint Exhibit 7.

(5) The Court shall revoke the agreements or commitments which the three Defendants made with third parties in relation to the Ultraman Millennium, Ultraman Dark, and Ultraman Elite characters, as well as the agreements or commitments which Defendants No. 1 and No. 2 made in relation to the Plaintiff's Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, Ultraman Cosmos, and other Ultraman characters, in order to permit others to seek commercial benefits therefrom without the Plaintiff's permission.

(6) The three Defendants shall jointly pay Baht 500 million to the Plaintiff because the three Defendants created the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters by imitating the Plaintiff's copyrighted Ultraman works, and communicated them to the public or allowed others to exercise a right thereto.

(7) The three Defendants shall jointly pay Baht 720 million to the Plaintiff because the three Defendants licensed others to reproduce or adapt, for commercial purposes, or communicate to the public the Ultraman Millennium character, without the Plaintiff's permission.

(8) Defendants No. 1 and No. 2 shall jointly pay Baht 50 million to the Plaintiff because they claimed to be copyright owners of various Ultraman works or characters, e.g. Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, and sought commercial benefits therefrom.

(9) The three Defendants shall jointly pay Baht 20 million damages a month for their continuous infringement in relation to the claim of rights to, and seeking of commercial benefits from, the Ultraman Millennium character, from the day following the date the suit was filed until the three Defendants stop violating the Plaintiff's copyrights.

(10) Defendants No. 1 and No. 2 shall jointly pay Baht 20 million damages a month for their continuous infringement in relation to the claim of rights to, and seeking of commercial benefits from, the Plaintiff's new Ultraman creations, from the day following the date the suit was filed until Defendants No. 1 and No.2 stop violating the Plaintiff's copyrights.

(11) The three Defendants shall stop receiving money or any benefits from third parties to whom they licensed the Plaintiff's copyrighted Ultraman works, and these third parties shall remit the money or benefits to the Plaintiff instead.

(12) Defendants No. 1 and No.2 shall jointly pay interest at 7.5 percent per annum on the amount of Baht 1.270 billion, calculated from the day following the date the suit was filed until the Plaintiff is fully paid. Defendant No. 2, jointly with Defendants No. 1 and No. 2, shall pay interest at 7.5 percent per annum on the amount of Baht 1.120 billion, calculated from the day following the date the suit was filed until the Plaintiff is fully paid.

Defendants No. 1 and No. 2 filed and amended their answer and counterclaim as follows. The person who signed the affidavit, Plaint Exhibit 1, was neither the Plaintiff's chairman, nor authorized to act on behalf of the Plaintiff. The statements in the affidavit were false. The notary public's attestation was not valid, because the person signing the document did not certify his signature and the genuineness of the document by himself. The Plaintiff did not authorize Mr. Sompote Thienthong to enter this lawsuit on its behalf. The power of attorney was not signed by the Plaintiff's authorized director, and the seal thereon was not the Plaintiff's genuine seal. In addition, the notary public's attestation was invalid, and the power of attorney empowering the conduct of proceedings was not correct and lawful. Therefore, the Plaintiff did not have a right to file a lawsuit. The inventions, movies, and applied arts, characters, and monsters in the Ultraman movies were jointly created by Defendant No. 1 and the Plaintiff. Defendant No. 1 proposed – inspired by the history of the Buddha, when Lord Buddha battled with evil – the faces of Thai Buddha images and literary animals to Mr. Eiji Tsuburaya for producing the television movie series. Mr. Eiji Tsuburaya assigned his staff to adopt the face of a Thai Buddha image in designing the face of the Ultraman character, and the characteristics of Thai literary animals in designing monsters in the Ultraman movies. Initially, the Ultraman movie series were not commercially successful. When Mr. Eiji Tsuburaya passed away, the Plaintiff faced a financial and commercial crisis. Defendant No. 1 provided assistance until the Plaintiff recovered and prospered. Therefore, in 1976, the Plaintiff transferred the copyrights and all related rights and trademarks in all the Ultraman characters and works then owned by the Plaintiff, including the right to reproduce, develop, and adapt the works, and all other rights relating to the characters and works to be created in the future, to Defendant No. 1 for an indefinite period and for all territories around the world except Japan, as a show of gratitude to Defendant No. 1. Therefore the Plaintiff had no right to communicate to the public, publicize, and seek commercial benefits from these Ultraman inventions, creations, movies, and applied arts outside Japan. Later on, the Plaintiff and Defendants No. 1 and No. 2 had a commercial dispute relating to the Ultraman copyrights. The Plaintiff sued Defendant No. 1 in the Tokyo District Court, and sued Defendant No. 1 et. al. in the Central IP & IT Court in the criminal case and civil case in relation to the criminal case, on the charge

of joint infringement of copyrights in the Ultraman works, Red Case No. Or. 459/2543. The Central IP & IT Court dismissed the Plaintiff's complaint, and ordered that the Plaintiff pay Baht 12 million to Defendant No. 1 according to the counterclaim, together with interest thereon. The Central IP & IT Court also prohibited the Plaintiff from infringing Defendant No. 1's rights under the agreement for transfer of rights, and from doing anything which constituted infringement of Defendant No. 1's rights. The Plaintiff and all the Defendants appealed against the verdict. The case was being reviewed by the Supreme Court. The Plaintiff had the right to create or develop new Ultraman characters in the future, but may release and trade in these new Ultraman creations or developments only in Japan. Defendant No. 1 permitted Defendant No. 3 to create and develop the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters from the Ultraman characters, of which copyrights were owned by Defendant No. 1. This was not the imitation or adaptation of the characteristics of Ultraman characters of which copyright ownership was claimed by the Plaintiff, without the Plaintiff's permission. Defendant No. 3 commercially released these Ultraman works for the first time in Thailand, and has done so up to the present time without the Plaintiff's objection. Defendants No. 1 and No. 2 neither claimed copyrights in Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, nor licensed third parties to reproduce, adapt, or communicate to the public these characters for commercial purposes. The Plaintiff had no right to claim damages or to prohibit Defendants No. 1 and No. 2 from doing or omitting to do anything as stated in its complaint. The Plaintiff's complaint was the same as its complaint in Black Case No. Or. 36/2540 in the Central IP & IT Court, in which the Plaintiff claimed that Defendants No. 1 and No. 2 jointly infringed its copyrights in the Ultraman works created after 1976, which was the year the rights under the disputed agreement were transferred from the Plaintiff to Defendant No. 1, and the Central IP & IT Court dismissed the Plaintiff's complaint. That case was being reviewed by the Supreme Court. Therefore, the Plaintiff's complaint was not lawful. The Plaintiff was aware of the infringement and the infringers around the end of 1999, but lodged a complaint after the lapse of three years from that time. Besides, the Plaintiff's claims under this complaint were barred by prescription. The court was asked to dismiss its complaint. After executing the agreement to transfer the rights and trademarks, the Plaintiff had the right to communicate the new Ultraman creations to the public in Japan only. The fact that the Plaintiff had communicated the new Ultraman creations to the public for commercial purposes in other countries outside Japan, including Thailand, from the date of the agreement for transferring the rights to Defendant No. 1 up to the present time, caused Defendant No. 1 to suffer. The court was asked to force the Plaintiff as follows.

(1) The Plaintiff shall pay Baht 100 million damages, because the Plaintiff and its business representatives committed infringement by publicizing, for commercial benefits, the new Ultraman creations, which imitated the Ultraman works under the agreement for transferring the

rights to Defendant No. 1 in other countries outside Japan, including Thailand, from the date of creating those new creations until the present time.

(2) The Plaintiff shall pay Baht 20 million damages, because Defendant No. 1 incurred expenses for advertising its clarification in the media and in public that the Plaintiff had no right to communicate to the public, for commercial benefits, the Ultraman works in Thailand and other countries except Japan, and did not take part in Defendant No. 1's business operation.

(3) The Plaintiff shall pay Baht 10 million a month as compensation for its future infringement, from the day following the date the answer and counterclaim were filed until the Plaintiff stops its infringement.

Defendant No. 3 filed and amended its answer as follows. The Plaintiff had no right to bring this case. The Plaintiff did not authorize Mr. Sompote Thienthong to enter this lawsuit on its behalf. The Plaintiff had absolutely transferred the copyrights and other rights, namely the rights to the Ultraman trademarks, and the rights to reproduce, adapt, improve, or recreate the Ultraman characters, as specified in the agreement for transferring the rights to Defendant No. 1. Therefore, the Plaintiff had no right to prohibit or prevent Defendant No. 1 from permitting or assigning Defendant No. 3 to invent, develop, improve, or recreate works based on the Ultraman characters lawfully transferred to it. Defendant No. 1 permitted Defendant No. 3 to create the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters from the Ultraman characters, of which copyrights were transferred to Defendant No. 1 under the agreement for transfer of rights. This was not the imitation or adaption of the characteristics of Ultraman characters of which copyrights were owned by the Plaintiff. Defendant No. 3 commercially advertised and released these Ultraman works for the first time in Thailand. Defendant No. 3, jointly with Matching Entertainment Co., Ltd. as a business partner, organized the Ultraman Millennium Live Show in Bangkok 2001, without the Plaintiff's objection. The Plaintiff had no right to claim damages or prohibit Defendant No. 3 from doing or omitting to do anything as stated in its complaint. The Plaintiff's complaint was the same as its complaint in Black Case No. Or. 36/2540 in the Central IP & IT Court, in which the Plaintiff claimed that Defendants No. 1 and 2 et. al. jointly infringed its copyrights in the Ultraman works created after 1976, which was the year the rights under the disputed agreement were transferred from the Plaintiff to Defendant No. 1. Defendant No. 3 was permitted by Defendant No. 1 to create and develop the Ultraman characters Ultraman Millennium, Ultraman Zoul or Dark Ultraman, and Ultraman Elite, based on the rights duly transferred to Defendant No. 1. This was the same dispute as in the previous lawsuit. Therefore, the Plaintiff's complaint was not lawful. Besides, the Plaintiff was aware of the infringement and the infringers around the end of 1999, but lodged a complaint after the lapse of three years from that time. The Plaintiff's claims under this complaint were barred by prescription.

The Plaintiff answered the counterclaim as follows. Defendant No. 1 was not a co-creator of the Ultraman works. The license agreement was forged. Defendants No. 1 and No. 2 had no right to file a counterclaim and demand damages from the Plaintiff. The Plaintiff had the exclusive right to create and own the characters created and developed by it, including the new Ultraman works, around the world. The Plaintiff appointed Pro-Link Co., Ltd., its business representative in Thailand, in order to commercially communicate to the public the Ultraman works created by it in other countries outside Japan, which was the lawful exercise of its right as the legitimate owner. Defendants No. 1 and No. 2 filed a counterclaim in bad faith. The dispute in this case was not the same as that in Red Case No. Or. 459/2543 of the Central IP & IT Court. The Court was asked to dismiss the counterclaim.

During the trial, Defendant No. 3 filed a motion asking that Matching Entertainment Co., Ltd. become a co-defendant. The Central IP & IT Court granted permission.

The Co-defendant testified as follows. The Plaintiff did not authorize Mr. Sompote Thienthong to enter this lawsuit on its behalf. Therefore, Mr. Sompote Thienthong was not authorized to conduct proceedings on behalf of the Plaintiff. The Co-defendant did not commit infringement against the Plaintiff. The Plaintiff's complaint relating to Ultraman Millennium and Dark Ultraman was barred by prescription according to section 63 of the Copyright Act, B.E. 2537 (1994). The court summoned the Co-defendant in this case on 14 December 2004. Therefore, the Plaintiff's claim in relation to the Co-defendant was barred by prescription, and not enforceable against the Co-defendant. The Plaintiff's complaint was the same as its complaint in Black Case No. Or. 36/2540 in the Central IP & IT Court. The Co-defendant was not a business partner of Defendant No. 3 in organizing the Ultraman Millennium Live Show in Bangkok 2001. The Co-defendant was merely hired by Defendant No. 3 to organize this event. The Co-defendant did not take part in the infringement committed by the three Defendants. The court was asked to dismiss the complaint.

Having considered the case, the Central IP & IT Court ordered the three Defendants to jointly pay Baht 15 million damages to the Plaintiff, together with interest at 7.5 percent per annum from the day following 7 October 2004, which was the date the suit was filed, until full payment was made to the Plaintiff. The three Defendants were prohibited from publicizing Ultraman Millennium, Dark Ultraman, and Ultraman Elite to the public, and from permitting others to exercise a right or do anything which constituted infringement of the Plaintiff's rights. The three Defendants were also prohibited from imitating, reproducing, adapting, or doing anything which constituted infringement of copyrights of the Ultraman works of which the Plaintiff was the creator and sole copyright owner, and from permitting others to exercise a right or do anything which constituted infringement of copyrights

of the Plaintiff's copyrighted Ultraman works. In addition, Defendants No. 1 and No. 2 were prohibited from claiming any right to the Ultraman works aside from the nine movies specified in the Agreement, Exhibit Jor 18 or Lor 18. The Court dismissed the rest of the request, the Plaintiff's complaint in relation to the Co-defendant, and the counterclaim. The three Defendants were ordered to jointly pay costs and fees on behalf of the Plaintiff. The lawyer's fee was set at Baht 80,000.

The Plaintiff and the three Defendants appealed to the Supreme Court.

The Intellectual Property and International Trade Division (the "**IP & IT Division**") of the Supreme Court conducted a meeting and found the following. Based on the facts not objected to by the Plaintiff and three Defendants in the stage of appeal, the Plaintiff is a juristic person under the category of a limited company under the laws of Japan. Defendants No. 2 and No. 3 are juristic persons under the category of a limited company, having Defendant No. 1 as their authorized director, as per the certification document marked Exhibit Jor 10, and the copy of certification document marked Exhibit Jor 11. In 1997, the Plaintiff sued Defendants No. 1 and 2, et. al. in the criminal case and civil case in relation to the criminal case, Red Case No. Or.459/2543 in the Central IP & IT Court. The court dismissed the Plaintiff's complaint, and ordered that the Plaintiff pay Baht 12 million to Defendant No. 1 according to the counterclaim, together with interest at 7.5 percent per annum, from the date the counterclaim was filed until full payment was made to Defendant No. 1. The Plaintiff was prohibited from infringing Defendant No. 1's copyrights under the disputed agreement, and from doing anything infringing Defendant No. 1's copyrights. The court ruled that the Plaintiff was the owner of the copyrighted Ultraman works. Defendant No. 1 did not do anything that contributed to these copyright works, or that can be regarded as the creation of these works. Defendant No. 1's claim that it was the co-creator was not admissible. The court did not hear that the signature of Mr. Noboru Tsuburaya in the disputed agreement was forged. Mr. Noboru Tsuburaya indeed made the disputed agreement with Defendant No. 1, but only the copyrights to the nine movies were transferred to Defendant No. 1. The copyrights to the Ultraman movie series newly produced by the Plaintiff belonged to the Plaintiff solely. Clause 2 of the Agreement specified that the Agreement was an agreement for transfer of rights, which included the right of distribution, right of reproduction, copyrights, trademarks, right of publication through medium, right to produce puppets and characters from any materials and in any forms for use in movie production for commercial purposes, including the right to transfer various rights to third parties. Defendant No. 1 had the right to license the Ultraman work to other persons. Defendant No. 1 also had the rights to Ultraman works which were transferred from the Plaintiff. The agreement for transfer of rights to the Ultraman works neither covered the rights to other future works created by the Plaintiff, nor restricted the Plaintiff's right to create new Ultraman works or develop new Ultraman characters. Defendant No. 1 did not have any right to the Plaintiff's new creations. Defendant No. 1, personally and as an authorized director of

Defendant No. 2, permitted Defendant No. 3 to create the Ultraman characters called Ultraman Millennium and Ultraman Zoul or Dark Ultraman. Later on, Defendant No. 3 showed the Ultraman Millenium and Dark Ultraman characters on stage, and collected admission fees, in the Ultraman Millennium Live Shown in Bangkok 2001 organized at the Impact Areana, Muang Thong Thani, Nonthaburi Province, on 12, 13, 14, 19, 20, and 21 October 2001. Subsequently, Defendant No. 1, personally and as an authorized director of Defendant No. 2, also permitted Defendant No. 3 to create another Ultraman character called Ultraman Elite. Defendant No. 3 showed Ultraman Elite, together with Ultraman Millenium and Dark Ultraman on stage, for collecting admission fees, in the Ultraman Live Show 4D organized at the Impact Area, Muang Thong Thani, Nonthaburi Province, on 23, 24, 25 and 30 April, and 1 and 2 May 2004. Defendant No. 2, by Defendant No. 1, made an agreement with Premier Marketing Co., Ltd. to license Ultraman, and licensed Apex Toys Co., Ltd. to produce Ultraman products per Exhibits Jor 37 and Jor 46. On 14 November 2007, during the proceedings in the Supreme Court, the Supreme Court reversed the Central IP & IT Court's verdict in Red Case No. Or. 459/2553, according to Judgment No. 7457/2550. In 2002, the Plaintiff sued Defendant No. 1 as defendant in a case relating to Ultraman copyrights in the Tokyo Civil Court, Japan. The Tokyo Civil Court rendered a judgment on 28 February 2003, as per Exhibit Jor 114. The Plaintiff and Defendant No. 1 appealed to the Tokyo Supreme Court. On 10 December 2003, the Tokyo Supreme Court rendered a judgment, Exhibit Jor 138.

The issue that must be decided under the first three clauses of the three Defendants' appeals was whether the Plaintiff had authority to bring a lawsuit. The Plaintiff, by Mr. Manu Rakwattanakul, its lawyer, testified as a witness as follows. The Plaintiff is a juristic person under the category of a limited company under the laws of Japan. The Plaintiff granted authority to Mr. Sompote Thienthong, as per the copy of power of attorney marked Exhibit Jor 9. When the power of attorney was executed, Mr. Masihiro Tsuburaya was the Plaintiff's chairman, and was empowered to sign, without the Plaintiff's seal, to act on behalf of the Plaintiff, as per the certificate of registration particulars and the affidavit of Mr. Masihiro Tsuburaya, Exhibits Jor 7 and Jor 8. The three Defendants appealed that the Plaintiff produced the copy, and not the original, of the power of attorney marked Exhibit Jor 9. This evidence was the document in dispute between the litigants. Section 798 of the Civil and Commercial Code provides that there must be evidence in writing. Mr. Manu Rakwattanakul, the Plaintiff's lawyer and witness, testified in support of the power of attorney marked Exhibit Jor 9 that he did not witness or take part in that document, and no witness to that power of attorney was introduced to testify in this case. The court of first instance heard that although Mr. Sompote Thienthong came to testify to the court, the original power of attorney per Exhibit Jor 9 could not be presented to the the court, and therefore ruled that this was a case where the original document was otherwise unavailable. The IP & IT Division of the Supreme Court is of the opinion that such a ruling was not accurate. According to the facts in the case file, the Plaintiff also used the power of attorney in other lawsuits. The Plaintiff

prepared the original power of attorney in six identical copies. Although the original power of attorney marked Exhibit Jor 9 was lost, the Plaintiff may make a photocopy of the one submitted to the court in another lawsuit and ask a court official to certify the correctness of the document. Therefore, it must be deemed that the original power of attorney did exist, and was not lost or not otherwise unavailable such that its copy was inadmissible. With respect to the point that as the Plaintiff did not introduce witnesses to testify about the power of attorney per Exhibit Jor 100 in the stage of examination of the Plaintiff's witnesses, but cross-examined the three Defendants' witnesses who denied the trueness and genuineness of the document, the Central IP & IT Court did not hear that this evidence was the original of the copy of power of attorney per Exhibit Jor 9. The IP & IT Division of the Supreme Court is of the opinion as follows. With respect to the copy of the power of attorney per Exhibit Jor 9, the three Defendants similarly testified that the Plaintiff did not authorize Mr. Sompote Thienthong to conduct proceedings on its behalf, because this power of attorney was not signed by its authorized director, and the seal thereon was not its genuine seal. The notary public's attestation was not valid because the person signing the power of attorney did not certify his signature in the presence of the notary public. Therefore, three Defendants admitted that the authorization was made in writing, but argued that the person signing the power of attorney was not the Plaintiff's authorized signatory and did not certify his signature in the presence of the notary public, thereby making the attestation of signature invalid. In their testimonies, there was no argument that the original power of attorney did not exist or was not correct. Therefore, the Plaintiff did not have to submit the original power of attorney to the court. The copy of the power of attorney per Exhibit Lor 9 was admissible. The three Defendants appealed with respect to the notary public's signature on the power of attorney, which was executed in a foreign country, that if the court had reasonable grounds to suspect that the power of attorney submitted to the court was not genuine, the court had power to order that the party submit a power of attorney witnessed by a Thai consul, or a notary public authorized to attest documents, according to section 47, paragraph three of the Civil Procedure Code. The IP & IT Division of the Supreme Court is of the opinion that the three Defendants did not testify that the power of attorney was not genuine. Aside from the certification of Mr. Masahiro Tsuburaya's signature on the copy of power of attorney marked Exhibit Jor 5, there was a copy of the notary public certification issued by the Tokyo Legal Affairs Bureau, which attested that signature and stated that Mr. Kasahiro Soji, a representative of Mr. Masahiro Tsuburary, had testified before the notary public of the Tokyo Legal Affairs Bureau that Mr. Masahiro Tsuburary, the Plaintiff's chairman, had signed the document in the presence of himself. The director of the Tokyo Legal Affairs Bureau then certified the notary public's signature. The seal of the director of the Tokyo Legal Affairs Bureau was certified by a consular and immigration policy officer of the Ministry of Foreign Affairs of Japan, and the signature of the officer of the Ministry of Foreign Affairs of Japan was then certified by an officer of the Thai Embassy in Japan. Therefore, the certification procedures for documents prepared in a foreign country were fully observed, as provided for in section 26 of the Act on the Establishment of

and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 47, paragraph three of the Civil Procedure Code. There was no suspicion. In addition, the three Defendants did not produce evidence to show how it was unlawful when the person who signed the copy of the power of attorney per Exhibit Jor 9 did not certify the signature in the presence of the notary public. Therefore, it is heard that Mr. Masahiro Tsuburaya indeed signed the power of attorney. It was not necessary to introduce the person who signed or certified this document to testify as witness. The three Defendants appealed that although the Defendants introduced only Defendant No. 1 to testify to confirm the fact that the Plaintiff has only one chairman and chief executive officer, i.e. Mr. Kazuo Tsuburaya, but did not produce evidence to disprove the Plaintiff's evidentiary document, it was the duty of the Plaintiff, who produced the document, to prove that the document was duly made. Since the Plaintiff failed to introduce the person who signed the document to testify as a witness, it was not possible to hear that Mr. Masahiro Tsuburaya was the Plaintiff's chairman and chief executive officer. Although Mr. Masahiro Tsuburaya's affidavit, Exhibit Jor 8, included the certification by an officer of the Thai Embassy, according to section 47 of the Civil Procedure Code, in order for a document to be admissible as evidence, a consul, notary public, magistrate, or other person authorized by the local law must be introduced as witness to attest the document. The IP & IT Division of the Supreme Court is of the opinion as follows. With respect to the affidavit of Mr. Masahiro Tsuburaya, Exhibit Jor 8, it appeared that Mr. Masahiro Tsuburaya had certified his signature in the presence of a notary public. Like the power of attorney, this document was certified and attested in respective order. Therefore, there were no suspicious grounds, and it was not necessary to introduce the person who made or certified that document to testify as witness. The three Defendants also appealed that the certificate of registration particulars, Exhibit Jor 7, was not the same document as the certificate attached to the complaint, and that the Plaintiff did not introduce a witness to testify in this respect. Therefore, the certificate of registration particulars, Exhibit Jor 7, was unlawful. The IP & IT Division of the Supreme Court is of the opinion that there was no legal provision requiring the Plaintiff to submit a certificate of registration particulars of a company along with its complaint. The Plaintiff submitted the certificate of registration particulars, Exhibit Jor 7, in the stage of examination of the Plaintiff's witnesses. This document was Evidence Item No. 81 on the list of evidence submitted by the Plaintiff before the stage of examination of its witnesses, as per supplementary list of evidence No. 2, dated 1 February 2006. The three Defendants did not argue that they did not receive a copy of that document, or a copy of that document received by them was not identical to the original of Exhibit Lor 7. Therefore, it is heard that the certificate of registration particulars, Exhibit Jor. 7, was admissible according to section 26 of the Act on the Establishment of and Procedure for Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with sections 88 and 90 of the Civil Procedure Code. The certificate of registration particulars per Exhibit Jor 7 specified that Mr. Masahiro Tsuburaya became the chairman on 23 January 2003, and was registered as the chairman on 6 February 2003. The certificate of registration

particulars attached to the complaint specified that Mr. Masahiro Tsuburaya became the chairman on 21 May 2003. The IP & IT Division of the Supreme Court is of the opinion that this was because the certificates were made at different times. Mr. Manu Rakwattanakul explained that Mr. Masahiro Tsuburaya held the office for another term. Therefore, the two documents were not in conflict. Although the registrar issued the certificate on 4 March 2003, and the director of the Tokyo Judicial Bureau certified the registrar's seal on 27 April 2006, there was no suspicion. The seal of the director of the Tokyo Judicial Bureau was also certified by the consul of the Royal Thai Embassy in Tokyo. Even though Defendant No. 1 testified that the use of facsimile signatures of the registrar and the director of the Tokyo Judicial Bureau did not constitute placement of signatures, Defendant No. 1 did not contest the genuineness of the document and the authority of the consul of the Royal Thai Embassy in Tokyo. Therefore, there was no suspicion such that the person who made or certified that document must be introduced to testify as witness according to section 26 of the Act on the Establishment of and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 47 of the Civil Procedure Code. With respect to the affidavit of Mr. Masahiro Tsuburaya, Exhibit Jor 8, the three Defendants argued that Mr. Masahiro Tsuburaya was not the Plaintiff's chairman and chief executive officer when the document was prepared. Mr. Kazuo Tsuburaya was the Plaintiff's chairman and chief executive officer at that time. The IP & IT Division of the Supreme Court is of the view that the Plaintiff's documents corresponded to Mr. Manu Rakwattanakul's testimony. There was no suspicion, as decided above. The three Defendants, by Defendant No. 1, responded to the cross-examination by the Plaintiff's lawyer that the Plaintiff had Mr. Kazuo Tsuburaya as its sole chairman, but did not produce any supporting evidence. Therefore, the Plaintiff's evidence lent more weight than the three Defendants' evidence. The IP & IT Division of the Supreme Court heard that Mr. Masahiro Tsuburaya was the Plaintiff's chairman and chief executive officer when the copy of the power of attorney, Exhibit Jor 9, was made. The three Defendants appealed that the power of attorney per Exhibit Jor 9 did not state any specific Ultraman characters in respect of which the lawsuit was entered, and was therefore unlawful. The IP & IT Division of the Supreme Court is of the view that the copy of the power of attorney marked Exhibit Jor 9 specified that Mr. Sompote Thienthong was authorized to act and bring lawsuits on behalf of the Plaintiff, as per the details specified in respective clauses. Therefore, the power of attorney clearly specified the authority granted to the Plaintiff's attorney-in-fact according to section 801, paragraph two (5) of the Civil and Commercial Code, and was the delegation of general authority to bring lawsuits on behalf of the Plaintiff. This was not the delegation of special authority under section 800, which required the names of the persons to be sued. The fact that the Plaintiff did not impose any explicit restrictions means that the attorney was empowered to conduct lawsuits, irrespective of whether they occurred before or after the date of the power of attorney. Although the power of attorney was dated 11 March 2003, almost two years before the filing of this case, it was enforceable. The IP & IT Division of the Supreme Court concurred with the Central IP & IT Court's ruling that the

Plaintiff authorized Mr. Sompote Thienthong to conduct this case on its behalf. The three Defendants' appeal in this respect was not substantiated. The three Defendants appealed further that the Central IP & IT Court improperly heard the facts as stated in the memorandum on confirmation of the facts from Mr. Naoyuki Eto, the Plaintiff's witness, and decided that the Plaintiff indeed authorized Mr. Sompote Thienthong to conduct proceedings on its behalf, because there was no person confirming the genuineness of the document. In addition, the fact that Mr. Naoyuki Eto did not appear to testify to the court caused disadvantage to the Defendants in conducting the lawsuit, because their lawyer had no chance to examine him. The IP & IT Division of the Supreme Court is of the opinion that the court did not use the memorandum on confirmation of facts from Mr. Naoyuki Eto as evidence to support the decision that the Plaintiff indeed authorized Mr. Sompote Thienthong to enter this lawsuit on its behalf. As the court did not use that memorandum of Mr. Naoyuki Eto as evidence in deciding the facts relating to the Plaintiff's delegation of authority to Mr. Sompote Thienthong to conduct proceedings on its behalf, the three Defendants' point of appeal that they were at a disadvantage because they had no chance to cross-examine Mr. Naoyuki Eto was not a significant point of the case worthy of a decision.

The next point of appeal of the three Defendants that must be decided is whether the Plaintiff's complaint was the same as that in Red Case No. Or. 459/2543 of the Central IP & IT Court. The IP & IT Division of the Supreme Court is of the view that in the previous case, the Plaintiff sued Defendants No. 1 and No. 2, et. al. as follows. Between 20 October 1996 and 11 March 1997, during the day time, Defendant No. 1 et. al. falsely claimed that that Defendant No. 1, as the chairman of Chaiyo Film Co., Ltd., and Tsuburaya Prod. Enterprise Co., Ltd., by Mr. Noboru Tsuburaya, entered the License agreement dated 4 March 1976, in order to grant Defendant No. 1 exclusively, in all territories except Japan, the rights of distribution, production, and reproduction, as well as copyrights, trademarks, and broadcasting right to the Plaintiff's copyrighted movies named Giant and Jumbo A, Hanuman and the Seven Ultraman, Ultraman 1 (Ultraman Q), Ultraman 2, Ultraman Seven, Return of Ultraman, Ultraman Ace, Ultraman Taro, and Jamborg Ace. Defendant No. 1 collaborated with other Defendants to infringe the Plaintiff's copyrighted works, by reproducing or imitating the photos or characters of Ultraman or "Yod Manut" in various postures, and producing, selling, offering for sale, or distributing to the public coloring books that infringed the Plaintiff's copyrights for commercial and profit-seeking purpose, despite their knowledge that those coloring books infringed the Plaintiff's copyrights. From around the end of 1996 up to the present time (the suit was filed on 16 December 1997), Defendant No. 1 sent notices to the Plaintiff's licensees, asking them to stop producing and distributing, and destroy photos or materials featuring the Ultraman characters. The Plaintiff incurred expenses in clarifying this to those persons, and suffered loss of income. In mid-1996, Defendant No. 1 alleged that he was the copyright owner of the Ultraman Ace, Ultraman, Ultra Seven, Ultraman Taro, Ultraman Zoffy, Ultraman Jack, and Jumbo A or Jamborg Ace, and appointed a representative

for licensing the production for sale of products featuring the Ultraman characters. Defendant No.1 entered agreements licensing others to make videos from the movies for commercial benefits and broadcasting on television. Defendant No. 1 also licensed the Ultraman characters to CP 7-Eleven (Thailand) Co., Ltd. The Plaintiff suffered damages, and asked the court to punish Defendants No. 1 and No. 2 et. al. according to the Copyright Act, B.E. 2537 (1994) and the Penal Code, as well as to force them to jointly pay damages and to do and omit to do certain acts. In this case, the Plaintiff narrated its complaint as follows. Around the end of 1999 to the end of 2001, Defendant No. 1, personally and as an authorized director of Defendant No. 2, permitted Defendant No. 3 to create the Ultraman Millennium and Ultraman Zoul characters by imitating the characteristics of the Plaintiff's copyrighted Ultraman characters, which were created after the nine Ultraman movies under the agreement in dispute between the Plaintiff and Defendants No. 1 and No. 2, according to the criminal case and civil case in relation to the criminal case, Red Case No. Or.459/2543 of the Central IP & IT Court. On 12, 13, 14, 19, and 20 October, the three Defendants jointly communicated to the public the Ultraman Millennium and Ultraman Zoul or Dark Ultraman for commercial purposes, by showing them on stage and collecting admission fees. From around the end of 2001 up to the present time (the suit was filed on 7 October 2004), the three Defendants jointly licensed others to reproduce, adapt, communicate to the public, and produce merchandise featuring the Ultraman Millennium characters, in return for remuneration. From around the end of 2003 up to the present time, Defendants No. 1 and 2 claimed that they were the copyright owners of, or had the rights in, various characters such as Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, which were newly created by the Plaintiff in 1996, 1997, 1998, and 2001, respectively, and licensed others to reproduce, adapt, communicate to the public, and produce merchandise featuring these characters without the Plaintiff's permission. In 2004, Defendant 1, personally and as an authorized director of Defendant No. 2, permitted Defendant No. 3 to create the Ultraman Elite character by imitating the characteristics of the Plaintiff's copyrighted Ultraman characters. On 23, 24, 2, and 30 April, and 1 and 2 May 2004, the three Defendants jointly communicated to the public the Ultraman Elite for commercial purposes, by showing it, together with the Ultraman Millennium and Dark Ultraman characters, on stage, and collecting admission fees. Therefore, the Plaintiff filed this suit against the three Defendants on grounds of different infringements and based on the incidents taking place after the Plaintiff filed, and the Central IP & IT Court rendered its verdict for, the previous suit. The Plaintiff was unable to raise these incidents or submit its request when filing the previous suit. Therefore, the Plaintiff did not file a complaint on the same issue as the previous complaint. The Plaintiff's complaint was not the same as its previous complaint, which was prohibited under section 26 of the Act on the Establishment of and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 173, paragraph two (1) of the Civil Procedure Code. The three Defendant's appeal in this respect was not substantiated.

The next point of appeal of the three Defendants that must be decided is whether the three Defendants infringed the Plaintiff's copyrights in the Ultraman characters. The Plaintiff narrated its complaint as follow. The Plaintiff created the copyrighted works related to Ultraman, which included the Ultra Q movie in 1965 and the movie and applied art in a form of a human-like character named Ultraman or "Yod Manut" in 1966. The Plaintiff also created numerous literary and artistic works which can be classified as paintings, prints, photos, and applied arts, called the Ultraman or "Yod Manut" series. These works included the human-like characters of the same family as Ultraman, for example, Ultraman King, Ultraman Powered, Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, Ultraman Cosmos, etc., as well as the Ultraman or "Yod Manut" movie series, and portraits, paintings, and photos of all Ultraman or "Yod Manut" characters in various postures. The Plaintiff created these works from 1968 up to the present time. The Plaintiff's copyrighted work was released for the first time in 1966, and in later years in Japan. Therefore, the Ultraman or "Yod Manut" literary and artistic works are the Plaintiff's copyrighted works under the laws of Japan, and are protected by Thai copyright law according to the Copyright Act, B.E. 2537 (1994), because Thailand and Japan are members of copyright protection conventions or performers' rights protection conventions. Defendant No. 1, personally and as an authorized director of Defendant No.2, permitted Defendant No. 3, a company jointly founded by Defendant No. 1, to produce movies and create the characters called Ultraman Millennium, Ultraman Zoul or Dark Ultraman, and Ultraman Elite by imitating and adapting the characteristics of the Plaintiff's copyrighted Ultraman characters, without the Plaintiff's permission. Based on the Plaintiff's complaint, it can be understood that the nature of the charges are as follows. The three Defendants jointly infringed the Plaintiff's copyrights by adapting the Ultraman paintings, photos, and printings, which are artistic works, as well as the Ultraman cinematographic works. These works are the essential parts of the Plaintiff's copyrighted works. During the trial, the Plaintiff introduced Mr. Manu Rakwattanakul, its lawyer, to testify as witness that the Plaintiff created the works called Ultraman, which were literary and artistic works (classified as paintings). The Plaintiff produced the Ultra Q movie in 1965, and the Ultraman movie in 1966. The Plaintiff had subsequently created the Ultraman work series until the present time. The Ultraman works, creation details, and first releases appeared in the document entitled "Ultraman Related Television Programs and Theatrical Films" produced by Tsuburaya Production Co., Ltd., and its translation, Exhibit Jor 13. The infringements under the Plaintiff's complaint consisted of two parts. In the first part, the Defendants imitated the Plaintiff's Ultraman works. The Plaintiff claimed that it remained the copyright owner of the Ultraman works. According to the scope of the disputed agreement, Exhibit Jor 19 or Lor 18, the Defendants may reproduced the original characters in the nine movies thereunder. The Defendants had no right to imitate these characters or create new characters. The Ultraman characters that the Plaintiff claimed were reproduced by the Defendants consisted of Ultraman Millennium, Dark Ultraman, and Ultraman Elite. The Defendants imitated the Plaintiff's old Ultraman characters, and incorporated the characteristics of the new characters created by the Plaintiff

into these characters. In the second part, the Defendant reproduced the new Ultraman characters created by the Plaintiff, of which the Plaintiff was the sole copyright owner. These characters included Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos. The Defendants also licensed their customers to use these characters to produce and distribute merchandise, in return for benefits. The Plaintiff introduced Mr. Somchart Phuttalertrattanamanee, aka "Devil ex," the writer of the "Heroes Memorial" column in the "Hobby Toys Model" book, to testify as a witness as follows. The Ultraman characters are in silver or red. They have a mouth, but cannot move their lips or speak, and a crest on the forehead, as well as a button called a "Color Timer" on the chest. Their hands look like they are wearing gloves, and their feet look like they are wearing boots. Each character has slightly different characteristics and colors. Most characters have a silver or red body. However, the characters lately developed also include other colors such as purple, blue, or black. The Ultraman characters have yellow eyes, except Ultraman Powered, which has blue eyes, and Ultraman King, which has red eyes. The characteristics of the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters created by Defendant No.1 are shown in the photos of Ultraman Millennium, Dark Ultraman, and Ultraman Elite, Exhibit Jor 56. These three Ultraman characters are different from the first Ultraman character, but the creation concepts are similar. The Ultraman Millennium character is very similar to Ultraman Powered created by the Plaintiff in 1993. Both characters have distinctive muscles, blue eyes, and similar "Color Timer" buttons. These buttons are star shaped, which are different from those of other Ultraman characters, as compared in Exhibit Jor 57. The Dark Ultraman character is similar to Ultraman King. Their eyes are red. Ultraman King appeared in the Ultraman Leo movie series created by the Plaintiff in 1975. The Ultraman Leo movie series was not among the nine movies under the disputed agreement, Exhibit Jor 19 or Lor 18. Ultraman Elite is similar to Ultraman Cosmos in space corona mode, as compared in Exhibit Jor 58. The Ultraman Cosmos series was leased in 2002. The Ultraman Elite character has blue eyes like Ultraman Powered, and striped head like the new Ultraman characters, i.e. Ultraman Tiga, Ultraman Gaia, and Ultraman Dyna. The IP & IT Division of the Supreme Court is of the opinion as follows. According to section 4 (1) of the Copyright Act, B.E. 2537 (1994), work of painting and drawing means a creation of a configuration consisting of lines, lights, colors, or any other things, or the composition thereof, upon one or more materials. Cinematographic work means an audiovisual work which consists of a sequence of visual images that can be continuously shown as moving pictures or can be recorded upon another material so as to be continuously shown as moving pictures, including the soundtrack of the cinematographic work, if any. Judging from the three Defendants' acts in producing the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters, and licensing them to others to produce puppets or toys, to use on product labels, or to produce costumes for show on stage, there are grounds to believe that in order for the three Defendants to produce these Ultraman characters in a way so that they have the characteristics as narrated in the complaint, the three Defendants had to rely on the details of the drawings, such as the drawings on pages 13/128 to 13/142 of Exhibit Jor 13. Therefore, the

production of the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters by the three Defendants was an act done to the Plaintiff's Ultraman works which were expressed in the form of paintings or drawings, i.e. the Ultraman drawings which can be regarded as the origin of the Ultraman works designed or created by the Plaintiff, before they were developed into the Ultraman cinematographic works. Upon comparison of the three Defendants' Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters with the Ultraman characters originally created by the Plaintiff, it is clear that the three Defendants' Ultraman characters are indeed similar to the Plaintiff's Ultraman characters, as testified by Mr. Somchart Phuttalertrattanamanee, the Plaintiff's witness. These similarities were significant because they misled the public that the Ultraman characters created by the three Defendants were the Ultraman characters in the Ultraman movies, such that there were third parties seeking license to the three Defendants' Ultraman characters, or the three Defendants were able to show them on stage by organizing an event called "Ultraman Live Show." The Plaintiff's evidence was substantiated. Therefore, the IP & IT Division of the Supreme Court hears that the three Defendants adapted the Plaintiff's copyrighted Ultraman paintings or drawings, without the Plaintiff's permission, which was an infringement of the Plaintiff's copyrights therein. The three Defendants appealed that Defendant No. 1 had the rights to the Ultraman characters because he created these copyrighted works jointly with the Plaintiff, and was the transferee under the disputed agreement, Exhibit Jor 19 or Lor 18. In this case, the Central IP & IT Court applied the copyright law of Japan in concluding the facts that the agreement marked Exhibit Jor 19 or Lor 18 was a license agreement. On the other hand, in the previous criminal case, Red Case No. Or. 459/2543, the Central IP & IT Court ruled that the agreement for transfer of rights was unlawful. In that case, the Central IP & IT Court stated that the rights under the disputed agreement were transferred from the Plaintiff to Defendant No. 1, and Defendant No. 1 was therefore the owner of the Ultraman copyrights jointly with the Plaintiff. As the Central IP & IT Court's judgment was binding on the litigants, and had not yet been changed by the Supreme Court, Defendant No. 1 had a right to create new Ultraman characters by adapting or modifying the Ultraman characters transferred from the Plaintiff to it under the agreement per Exhibit Jor 19 or Lor 18. The three Defendants' act was not an infringement of the Plaintiff's copyrights as stated in the complaint. The IP & IT Division of the Supreme Court is of the opinion as follows. The Central IP & IT Court, in Red Case No. Or. 459/2543, decided that the Plaintiff was the sole creator of the Ultraman works. Defendant No. 1 in that case was not the co-creator. Defendant No. 1 was merely a transferee of the nine movies specified in the disputed agreement, Exhibit Jor 19 or Lor 15. The copyrights to the new movie series produced by the Plaintiff belonged to the Plaintiff. Ultraman Powered, Ultraman King, Ultraman Tiga, and Ultraman Cosmos were works under the new movies, and were not related to the nine movies under the disputed agreement, Exhibit Jor 19 or Lor 18. The three Defendants did not appeal the Central IP & IT Court's ruling that the three Defendants created Ultraman Millennium, Dark Ultraman, and Ultraman Elite by adapting the Plaintiff's copyrighted Ultraman work without the Plaintiff's permission. Therefore, the three Defendants had no

grounds to claim that they had duly created Ultraman Millennium, Dark Ultraman, and Ultraman Elite. Subsequently, the Supreme Court also decided that the disputed agreement per Exhibit Jor 19 or Lor 18 was forged, as per Supreme Court Decision No. 7457/2550. Therefore, the three Defendants were not entitled to claim any rights to the Ultraman works. The IP & IT Division of the Supreme Court concurs with the Central IP & IT Court's ruling that the three Defendants infringed the Plaintiff's copyrights in the Ultraman works. The three Defendants' appeal is not substantiated.

The next issue that must be decided according to the three Defendants' appeal is whether the Plaintiff infringed Defendant No. 1's copyright. On 14 November 2007, during the Supreme Court's proceedings, the Supreme Court rendered a final judgment reversing the Central IP & IT Court's decision in Red Case No. Or. 459/2543. The Supreme Court decided that the Plaintiff was the copyright owner and creator of the Ultraman works. The disputed agreement, Exhibit Jor 19 or Lor 18, was forged. Defendants No. 1 and 2 were not entitled to seek any benefits from the Ultraman works under the disputed agreement, as per Supreme Court Decision No. 7457/2550. The Plaintiff, Defendant No. 1, and Defendant No. 2, who were the same litigants, were bound by this decision, by virtue of section 26 of the Act on the Establishment of and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 145, paragraph one of the Civil Procedure Code. Therefore, the Plaintiff had exclusive right to reproduce, adapt, communicate to the public, and give to other persons the benefits accruing from, the copyrights, or to license the Ultraman works to others. As Defendant No. 1 and No. 2 had no copyrights in the Ultraman works, the fact that the Plaintiff and its business representative communicated to the public the Ultraman works under the disputed agreement, Exhibit Jor 19 or Lor 18, and appointed Pro Link Co., Ltd. the Plaintiff's agent in Thailand, did not constitute infringement of Defendant No.1's copyrights. Defendants No.1 and No.2 were not entitled to claim damages from the Plaintiff according to their counterclaim. The IP & IT Division of the Supreme Court concurs with the Central IP & IT Court's decision to dismiss Defendants No. 1 and No. 2's counterclaim. The three Defendants' appeal is not substantiated.

The next issue that must be decided according to the Plaintiff's and the three Defendants' appeal is whether the three Defendants are jointly liable to compensate the Plaintiff and, if so, how much. The Central IP & IT Court made a decision in relation to the damages under three contexts, namely: (1) the Ultraman characters in the nine movies under the disputed agreement, Exhibit Jor 19 or Lor 18; (2) the Ultraman Millennium, Dark Ultraman, and Ultraman Elite created by Defendant No. 3; and (3) other Ultraman characters created by the Plaintiff, apart from those in the nine movies under the disputed agreements, Exhibit Jor 19 or Lor 18. Regarding damages under the first context, the Plaintiff appealed that Defendant No. 2 entered the license agreements with Premier Marketing Co., Ltd. and Apex Toys Co., Ltd., permitting them to use the Ultraman characters in deformed

shapes (Super Deformation and Baby Series). This was an infringement of the Plaintiff's copyrights. Defendants No. 1 and 2 were obliged to pay Baht 50 million to the Plaintiff. The IP & IT Division of the Supreme Court is of the view as follows. The Plaintiff narrated its complaint that Defendant No. 1, personally and as an authorized director of Defendant No. 2, permitted Defendant No. 3, a company jointly founded by Defendant No. 1, to produce movies and create characters called Ultraman Millennium and Ultraman Zoul or Dark Ultraman by imitating and adapting the characteristics of the Plaintiff's Ultraman characters. The three Defendants then communicated these three characters to the public, for commercial purposes, by showing them on stage and collecting admission fees, without the Plaintiff's permission. The three Defendants also licensed others to reproduce, adapt, or communicate to the public the Ultraman Millennium character, as well as to use the Ultraman Millennium character on various products for sale, in return for remuneration. Defendants No. 1 and No. 2 claimed that they were copyright owners of, or had the rights in, various characters such as Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, which were newly created by the Plaintiff in 1993, 1997, 1998, and 2001, respectively. Defendants No. 1 and No. 2 licensed others to reproduce, adapt, or communicate to the public the Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos characters, as well as to use these characters on various products for sale, without permission of the Plaintiff, who was the sole copyright owner. The Plaintiff did not narrate in its complaint that the three Defendants infringed upon the copyrights of the Ultraman characters in the nine Ultraman movies under the disputed agreement, Exhibit Jor 19 or Lor 18. Therefore, the issue as to whether Defendants No. 1 and No. 2 jointly infringed the copyrights of the Ultraman characters in the nine movies under the disputed agreement, Exhibit Jor 19 or Lor 18, was beyond the complaint. The Plaintiff adduced evidence to show that Defendant No. 2 licensed Premier Marketing Co., Ltd. and Apex Toys Co., Ltd. to use the Ultraman A (or Ultraman Ace), Ultraman, Ultra Seven, Ultraman Taro, Ultraman Zoffy, and Ultraman Jack (or Return of the Ultraman) works according to the Term Sheet marked Exhibit Jor 37 and the License Agreement marked Exhibit Jor 46, together with Annex 2 of Exhibit Jor 46, pages 46/11 to 46/13, which concerned the Ultraman works under the disputed agreement, Exhibit Jor 19 or Lor 18. This adduction was beyond the complaint. It is deemed that this point of appeal of the Plaintiff was not duly raised in the Central IP & IT Court, and was not lawful under section 38 of the Act on the Establishment of and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 225, paragraph one of the Civil Procedure Code. The IP & IT Division of the Supreme Court did not accept this point for its decision. The Central IP & IT Court decided that as Defendant No. 2 was entitled to license the eight Ultraman characters in the nine movies under the disputed agreement, Exhibit Jor 19 or Lor 18, for commercial purposes, Defendant No. 2, by Defendant No. 1, was entitled to enter a license agreement with Premier Marketing Co., Ltd. to license the eight Ultraman characters to it. The Plaintiff was not entitled to claim damages in this respect form the three Defendants. The IP & IT Division of the Supreme Court concurs with this outcome.

Regarding damages under the second context, which were related to the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters, the Plaintiff appealed as follows. The Central IP & IT Court decided that the facts that Defendant No. 3 created the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters and showed them in the Ultraman Millennium Live Show in Bangkok and the Ultraman Live Show 4D, and that Apex Toys Co., Ltd. produced products featuring these three Ultraman characters, neither affected the Plaintiff's interests, nor constituted trade competition with the Plaintiff, because the Plaintiff did not create or exploit these three Ultraman characters. This decision was inaccurate and not justified, because the three Defendants adapted and imitated the Plaintiff's copyrighted works without the Plaintiff's permission, thereby injuring and adversely affecting the Plaintiff's right to copyright ownership and commercial interests, constituting unfair trade competition with the Plaintiff. The three Defendants unlawfully sought benefits by showing these three Ultraman characters on stage in the two live show events jointly organized by them. The three Defendants were not lawfully entitled to receive these benefits. Therefore, the Plaintiff should be compensated in this respect for Baht 50 million. The three Defendants jointly licensed others to reproduce the Ultraman Millennium, Dark Ultraman, and Ultraman Elite characters, which imitated the Plaintiff's Ultraman works, thereby injuring the Plaintiff's right of exploitation. The Plaintiff also lost benefits of Baht 720 million. The three Defendants continued their infringement up to the present time. The Plaintiff should be compensated on a monthly basis at Baht 20 million per month, from the day the suit was filed until the three Defendants stop their infringement. The Central IP & IT Court awarded damages in this respect to the Plaintiff of Baht 5 million only, and did not award monthly damages to the Plaintiff. The exercise of discretion by the Central IP & IT Court in this respect was unjustifiable and unfair for the Plaintiff. The three Defendants appealed as follows. The damages fixed by the Central IP & IT Court were excessive, incorrect, and not justified by factual circumstances. The three Defendants were not liable to compensate the Plaintiff in this respect. The IP & IT Division of the Supreme Court is of the opinion as follows. The Plaintiff narrated its complaint that the three Defendants imitated both the old Ultraman works and the new Ultraman works created after 4 March 1976. The three Defendants called their creations Ultraman Millennium, Dark Ultraman, and Ultraman Elite, and communicated them to the public by showing them on stage, and collecting admission fees, twice in 2001 and 2004. The three Defendants exploited the reputation of the Plaintiff's Ultraman creations, causing the Plaintiff to lose its right to seek economic benefits. The imitation also injured the appearance of the Plaintiff's Ultraman creations. The three Defendants designed their characters using lines to highlight muscles, unlike the Plaintiff's Ultraman characters, which were not designed so. The three Defendants changed the fighting art to Thai boxing, without taking into account the original characteristics of the Plaintiff's Ultraman characters that had been continually created over 40 years. The uniformity of the Plaintiff's works was affected and injured. The Plaintiff claimed damages for this infringement from

the three Defendants, of Baht 500 million. Defendant No. 3 was permitted by Defendants No. 1 and 2 to imitate the Plaintiff's Ultraman characters, and to license the imitated works to others for reproducing, adapting, or communicating to the public by way of using them on merchandise, for commercial purposes, from the end of 2002 until October 2004. The three Defendants received remuneration as a result of their infringement of the Plaintiff's rights during this period of nearly three years. The Plaintiff was deprived of its right to exploit the works, and lost the benefits that it was entitled to. The Plaintiff claimed damages in this respect from the three Defendants, which were calculated up to the date the suit was filed, i.e. 7 October 2004, at Baht 720 million. Based on the complaint, the Plaintiff claimed damages of Baht 500 million for loss of benefits in relation to the live shows organized by the three Defendants, and for injury to its reputation, and damages of Baht 720 million for loss of benefits in relation to the Ultraman Millennium, Dark Ultraman, and Ultraman Elite licenses, which the three Defendants granted to others. The Plaintiff had the duty to prove the damages it claimed under the complaint. In regard to the live shows organized by the three Defendants, the Plaintiff introduced Miss Panee Naboonpattana, an accountant of Thai Ticket Mastet.Com Co., Ltd., to testify as its witness that her company sold tickets for the Ultraman Millennium Live Show in Bangkok, which was organized in October 2001. The income after expenses in selling tickets was Baht 29,377,302, according to the letter dated 6 December 2001, of Mr. Chokechai Iamrithikrai, on page 41/3 of Exhibit Jor 41. Mr. Mitthong Churitawong, managing director of MSG Consultant Co., Ltd., formerly My Siam Group Co., Ltd., who was in charge of Defendant No. 3's accounts, testified as the Plaintiff's witness that the total income derived from the tickets, performance, booths, and merchandise was Baht 70,040,369.69, according to the income and loss statement on page 44/5 of Exhibit Jor 44. The IP & IT Division of the Supreme Court finds that Miss Panee, the Plaintiff's witness, testified that her company was contacted by the Co-defendant to sell tickets for the event. The expenses were deducted from the Co-defendant, and the income of Baht 29,377,302 was remitted to the Co-defendant. The income and loss statement on page 44/5 of Exhibit Jor 44 was a document of the Co-defendant. In addition, Mr. Mitthong Churitawong, the Plaintiff's witness, responded to a cross-examination question from Defendants No. 1 and No. 2's lawyer that Defendant No. 3 initially disagreed with the Co-defendant about the income and expenses. After discussion, both of them accepted the operating results shown in the document. According to the document dated 28 May 2001 of Mr. Mitthong Churitawong, the show event or Ultraman Millennium Live Show in Bangkok caused a net loss of Baht 10,550,088.06. Therefore, from the Plaintiff's evidence, it cannot be concluded whether the three Defendants received any benefits from the Ultraman Millennium Live Show in Bangkok and, if so, how much. Furthermore, the Plaintiff did not introduce any witness or evidence to support its appeal about the Ultraman Live Show 4D organized by the three Defendants between April and May 2004, except Defendant No. 3's 2004 income and loss statement on page 132/6 of Exhibit Jor 132, about which Defendant No. 1 was cross-examined. Although Defendant No. 1 admitted that it was Defendant No. 3's financial statement, and the figures

of the show and copyright incomes were correct, it is not explicit that the show income under that document refers to the Ultraman Live Show 4D. Based on the Plaintiff's evidence, it cannot be concluded what benefits the three Defendants unlawfully received from this live show. In regard to the loss of benefits due to the three Defendants licensing the Ultraman Millennium, Dark Ultraman, and Ultraman Elite to others, the Plaintiff introduced only Mr. Sirapob Leungpraba, human resources manager of Apex Toys Co., Ltd., to testify as its witness that Apex Toys Co., Ltd. was licensed by Defendant No. 2 to produce products featuring the Ultraman characters, according to the license agreement, Exhibit Jor 46. The products produced by Apex Toys Co., Ltd. are per Material Evidence Wor Jor 3 to Wor Jor 8. Material Evidence Wor Jor 4 and Material Evidence Wor Jor 5 were marked Dark Ultraman and Ultraman Elite, respectively. The license agreement, Exhibit Jor 46, did not specify the remuneration received by Defendant No. 2. Mr. Sirapob Leungpraba, the Plaintiff's witness, testified that he did not know how much remuneration Apex Toys Co., Ltd. paid to Defendant No. 2, and the licensing period. The agreement did not specify the payment schedule, the licensing period, and the paid amount, because these details were trade secrets. The Plaintiff did not produce any other evidence in this respect. The Plaintiff referred to Material Evidence Wor Jor 14 to Wor Jor 18 in its appeals, stating that Defendant No. 3 licensed others to reproduce, adapt, and use Ultraman Millennium, Dark Ultraman, and Ultraman Elite with merchandise. However, there were no details about the execution of license agreements alleged by the Plaintiff. Therefore, it must be held that the Plaintiff was unable to produce evidence to prove the actual damages in relation to its loss of benefits as a result of the granting of Ultraman Millennium, Dark Ultraman, and Ultraman Elite licenses by the three Defendants. The court is unable to fix the damages in this respect for the Plaintiff. The Plaintiff appealed that the three Defendants continued to infringe its Ultraman Millennium, Dark Ultraman, and Ultraman Elite copyrights by permitting others to reproduce these characters. The Plaintiff was not compensated for this infringement. The Plaintiff asked the court to award damages of Baht 20 million a month until the three Defendants stop the infringement. However, the Plaintiff did not produce any evidence to prove that the three Defendants' infringement has continued to the present time. Therefore, the court is unable to fix the monthly damages for the Plaintiff. With respect to the Central IP & IT Court's ruling that the three Defendants shall pay the Plaintiff Baht 5 million as compensation for damage caused to the reputation or dignity of the Plaintiff as the creator of Ultraman works, the three Defendants appealed that the Plaintiff's evidence did not show that the image or uniformity of the Plaintiff's Ultraman works was adversely affected. It did not appear that the Plaintiff suffered damage, or that the image, reputation, and goodwill of the Plaintiff's Ultraman works were injured. The three Ultraman characters created by the three Defendants possess good and proper qualifications, are widely known and popular, and do not adversely affect the image, uniformity, and reputation of the Plaintiff's Ultraman creations. The Plaintiff asked that the three Defendants be ordered to pay Baht 50 million to compensate for damage caused to the Plaintiff's reputation, as stated in the complaint. The IP & IT Division of the Supreme Court is of the opinion

that the damage in this respect is damage to the moral right under section 18 of the Copyright Act, B.E. 2537 (1994). Under this section, the author of the copyrighted work under this Act is entitled to identify as the author, and to prohibit the assignee or any person from distorting, shortening, adapting, or doing anything against the work to the extent that such an act would cause damage to the reputation or dignity of the author. When the author has died, the heir of the author is entitled to litigation for the enforcement of his right throughout the term of copyright protection unless otherwise agreed in writing. When the Plaintiff claimed damages from the three Defendants, alleging that the three Defendants infringed the moral right of the Plaintiff as the creator of the copyrighted Ultraman works, the Plaintiff had a duty or burden to prove and produce evidence that the three Defendants created Ultraman Millennium, Dark Ultraman, and Ultraman Elite by distorting or adapting the Plaintiff's Ultraman works to the extent that damage was caused to its reputation or dignity. The Plaintiff narrated its complaint, and produced evidence to prove that the three Defendants imitated both the old Ultraman works and the new Ultraman works created after 4 March 1976. The three Defendants called their creations Ultraman Millennium, Dark Ultraman, and Ultraman Elite, and communicated them to the public by showing them on stage, and collecting admission fees, twice in 2001 and 2004. The three Defendants exploited the reputation of the Plaintiff's Ultraman creations, causing the Plaintiff to lose its right to seek economic benefits. The imitation also injured the images of the Plaintiff's Ultraman creations. The three Defendants designed their characters using lines to highlight muscles, unlike the Plaintiff's Ultraman characters, which were not designed so. The three Defendants changed the fighting art to Thai boxing, without taking into account the original characteristics of the Plaintiff's Ultraman characters that had been continually created over 40 years. The uniformity of the Plaintiff's works was affected and damaged. The three Defendants, by Defendant No. 1, testified that the Plaintiff's team produced the first Ultraman series called Ultra Q for broadcasting on television in Japan. The series was about a monster that invaded the Earth. Later, the team planned to produce another television series about a hero who protected goodness and fought the monster. Therefore, the second Ultraman series was produced, featuring a man from another planet who protected goodness and came to the Earth to save humans from giant monsters that invaded the Earth. Later, this character was developed to the Ultra heroes or Ultramen. The Plaintiff did not object to these facts. Therefore, the facts that the Plaintiff and the three Defendants did not object to were as follows. The Plaintiff wanted to create the Ultraman characters for its movies as images of morality and the guardians of the Earth who defeated evil that attacked humans, and returned peace and happiness to the Earth. The fact that the three Defendants adapted the Ultraman characters, featuring their muscular build, such that they were different from the Plaintiff's Ultraman characters that were not muscularly drawn, and changed their fighting art to Thai boxing, was merely a change of outward appearance, and did not injure their images as men of morality and guardians of the Earth. In adapting the Ultraman characters, the three Defendants maintained their images as men of morality and guardians of the earth. The three Defendants did not distort or adapt the Ultraman works to the extent that damage was

caused to the reputation or dignity of the Plaintiff who was the creator of these works. Therefore, the three Defendants' act was not infringement of the moral right of the Plaintiff as the owner of the copyrighted Ultraman works under section 18 of the Copyright Act, B.E. 2537 (1994). The Plaintiff was not entitled to claim damages in this respect from the three Defendants. The IP & IT Division of the Supreme Court does not concur with the Central IP & IT Court's ruling that the three Defendants shall jointly pay Baht 5 million damages to the Plaintiff to compensate for injury caused to its reputation. In this regard, the three Defendants' point of appeal was substantiated, but the Plaintiff's point of appeal was not.

Regarding damages under the third context, which concerned the Ultraman characters created by the Plaintiff, other than those in the nine movies under the disputed agreement, Exhibit Jor 19 or Lor 18, the Plaintiff appealed that the damages of Baht 10 million which the Central IP & IT Court awarded to the Plaintiff were too low. The damages should be Baht 50 million, plus Baht 20 million per month from the day following the date the suit was filed until Defendants No. 1 and No. 2 stop their infringement of the Plaintiff's Ultraman copyrights. The three Defendants appealed that the damages fixed by the Central IP & IT Court were excessive, incorrect, and not justified by factual circumstances. If the Plaintiff indeed suffered damage, the Plaintiff should have suffered damage only of Baht 818,584, which Forward Freeland Co., Ltd. paid to Defendant No. 2 as royalty for the production and sale of Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos dolls, as per Exhibit Jor 34. The IP & IT Division of the Supreme Court is of the opinion as follows. The Central IP & IT Court fixed damages in this respect for the Plaintiff based on the three license agreements: (1) the license agreement per Exhibit Jor 31 or Jor 34, between Defendant No. 2 and Forward Freeland Co., Ltd. which was licensed to produce and sell applied art products featuring Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos; (2) the license agreement per Exhibit Jor 52, page 52/11, between Defendant No. 1 and Saika Entertainment Co., Ltd., which was licensed to produce and sell 12-disc DVD and VCD sets of Ultraman Neos, five-disc DVD and VCD sets of Ultra Seven 21, and DVDs and VCDs of 39 episodes of Ultraman Nexus; and (3) the License Agreement per pages 60/25 to 60/29 of Exhibit Jor 60, between Defendant No. 1 and Cartoon Inter Co., Ltd., which was licensed to produce videos of ten Ultraman movies, including Ultraman Cosmos. The IP & IT Division of the Supreme Court considered the remuneration that Defendants No. 1 and No. 2 received under these three licensing agreements. Defendant No. 2 received Baht 818,584, and Defendant No. 1 received payments of Baht 3,360,000 and Baht 3,500,000, respectively. The total payment received by Defendants No. 1 and No. 2 was Baht 7,678,584. The Central IP & IT Court awarded damages in this respect at Baht 10 million, which exceeded the amount Defendants No. 1 and No. 2 received from their infringement of the Plaintiff's copyrights. In regard to Cartoon Inter Co., Ltd., the list of movies under the license agreement on pages 60/25 to 60/29 of Exhibit Jor 60 was compared with the list of Ultraman television programs and movies produced by Tsuburaya

Production Co., Ltd. as per Exhibit Jor 13. There were only three movies of which evidence of copyright ownership was submitted by the Plaintiff, i.e. Ultraman Cosmos the Final Battle, Ultraman Cosmos: First Contact, and Ultraman Cosmos: The Blue Planet, Special Episode. The amounts of remuneration specified in the license agreements referred to by the Plaintiff were agreed upon between Defendants No. 1 and No. 2 and the licensees. These amounts were not deemed the loss of benefits that the Plaintiff should have received if the copyrighted Ultraman works were licensed to others. The Plaintiff did not prove how much it would have received if its copyrighted Ultraman works were licensed to others. In this regard, the IP & IT Division of the Supreme Court considered the circumstances and the severity of the infringement, and deems it appropriate to award damages of Baht 5 million to the Plaintiff. The Plaintiff appealed that there were other damages as a result of the three Defendants' infringement of its copyrights, which the Central IP & IT Court did not consider and fix for the Plaintiff. Under the agreement per Exhibit Jor 103, between Defendant No. 1 and B. Boon International Co., Ltd. which was licensed to manufacture children's apparel featuring Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, Defendant No. 1 received remuneration of Baht 2 million. Under the license agreement per Exhibit Jor 97, between Defendant No. 1 and Mr. Itthipong Lertpisitkul, who was licensed to manufacture adult apparel featuring Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, Defendant No. 1 received remuneration of Baht 1.2 million. The IP & IT Division of the Supreme Court finds that the Plaintiff submitted the agreement per Exhibit Jor 103 and the license agreement per Exhibit Jor 97 to support the cross-examination of Mr. Boonchai Boonthamamisorn, lawyer for Defendants No. 1 and No. 2, who testified as their witnesses, but did not introduce relevant witnesses to confirm the execution of these two agreements. The Plaintiff had the duty to prove its damages, but failed to prove the facts relating to the agreement per Exhibit Jor 103 and the license agreement per Exhibit Jor 97. Therefore, the IP & IT Division of the Supreme Court does not award the damages in this respect to the Plaintiff. The Plaintiff also appealed that Defendant No.1 licensed Magic Two Co., Ltd. to produce for sale children's apparel featuring Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos, and licensed ABC Toys Industry Co., Ltd. to produce Ultraman Tiga puppets. Defendant No. 2, by Defendant No. 1 as its authorized director, and TIGA Co., Ltd. as its representative, licensed Asano Co., Ltd. to produce wall clocks featuring Ultraman Cosmos. However, the Plaintiff did not produce evidence to prove how much remuneration Defendants No. 1 and No. 2 received. Therefore, the IP & IT Division of the Supreme Court does not award damages in this respect. The Plaintiff appealed that the three Defendants continued to infringe its copyrighted Ultraman Tiga, Ultraman Dyna, Ultraman Gaia, and Ultraman Cosmos by licensing others to reproduce or adapt these works up to the present time. The Plaintiff asked that the court order the three Defendants to jointly pay Baht 20 million a month to the Plaintiff, from the day following the date the suit was filed until the cession of that infringement and the sale of pirate merchandise. The IP & IT Division of the Supreme Court is of the opinion that the Plaintiff had the duty to prove that the three Defendants continued to license the

Plaintiff's Ultraman creations to others until the present time, but the Plaintiff merely groundlessly alleged that Magic Two Co., Ltd.. Asano Co., Ltd., and B. Boon International Co., Ltd. continued to produce merchandise per Material Evidence Wor Jor 19, Wor Jor 20, and Wor Jor. 21, and Exhibit Jor 103 up to the present time. The Plaintiff did not produce any other evidence to support its allegation. Therefore, the IP & IT Division of the Supreme Court does not award the monthly damages to the Plaintiff, and does not concur with the Central IP & IT Court's ruling that the Plaintiff shall be awarded Baht 10 million damages in this respect. In this regard, the Plaintiff's appeal was not substantiated, while the three Defendants' appeal was partly substantiated. The damages were related to the acts of Defendants No. 1 and No. 2, and the Plaintiff sued Defendants No. 1 and 2 only. Therefore, the IP & IT Division of the Supreme Court deems it appropriate to amend the Central IP & IT Court's ruling requiring that Defendant No. 3 be jointly liable to the Plaintiff. Other points of appeal of the Plaintiff and the three Defendants are not worthy of a decision because it will not change the results of the case.

The Plaintiff appealed the Central IP & IT Court's order under the memorandum on court proceedings, dated 27 June 2006, which did not permit the Plaintiff to postpone the examination of Mr. Sompote Thienthong, its witness and attorney, and dismissed the Plaintiff's motion to submit supplementary list of evidence No. 5 which included Mr. Kanung Ruechai and additional documents. The Plaintiff questioned the legality of that order. The Plaintiff stated that it did not intend to delay the case, but had unavoidable, necessary grounds because Mr. Sompote Thienthong was unable to return to Thailand due to a *force majeure* event. The Plaintiff previously submitted supplementary list of evidence No. 3, which included, in item 10, an expert in Thai and foreign intellectual property laws, whose name and address were to be specified subsequently or upon issuance of subpoena. The Central IP & IT Court already accepted that list of evidence. The Plaintiff submitted supplementary list of evidence No. 5, specifying Mr. Kanung Ruechai as a witness, in order to comply with section 88, paragraph one of the Civil Procedure Code. The Plaintiff asked that its motion to submit supplementary list of evidence No. 5 be accepted, and that Mr. Sompote Thienthong's and Mr. Kanung Ruechai's testimonies be heard to support the proceedings. The IP & IT Division of the Supreme Court is of the opinion as follows. The Central IP & IT Court's memorandum on court proceedings dated 14 June 2005 stated that the Plaintiff declared approximately 10 witnesses, taking 10 sessions. Defendants No. 1 and 2 were to introduce approximately 10 witnesses, taking seven sessions. Defendant No. 3 was to introduce six witnesses, taking four sessions. The Central IP & IT Court set appointments for a total of ten days, between 9 February 2006 and 1 June 2006, for hearing the Plaintiffs' witness, as requested by the Plaintiff, and also set appointments for hearing the Defendants' witnesses. The Plaintiff had to complete the examination of its witnesses as appointed. Later on, the appointment on 16 February 2006 was cancelled. The court had to set another appointment on 27 June 2006 for hearing the Plaintiff's witnesses. Therefore, the Plaintiff had

sufficient time to plan the order and number of witnesses to be examined. The motion to postpone the examination of the witness, Mr. Sompote Thienthong, dated 7 June 2006, stated that Mr. Sompote Thienthong had prepared to travel to the USA with his children since 2005, but only received a visa on 16 April 2006. He therefore traveled on 21 June 2006. The Plaintiff had opportunities to introduce Mr. Sompote Thienthong in the first nine sessions, but waited until the last session although it knew that he planned to travel abroad during that time. Therefore, the fact that Mr. Sompote Thienthong traveled abroad was not unavoidable, necessary grounds under section 26 of the Act on the Establishment of and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 40, paragraph one of the Civil Procedure Code. To submit a supplementary list of evidence under section 26 of the Act on the Establishment of and Procedure for the Intellectual Property and International Trade Court, B.E 2539 (1996), in conjunction with section 88, paragraph three of the Civil Procedure Code, the Plaintiff had to reasonably show that he could not have known that he would have to adduce certain evidence in his own favor, or did not know that certain evidence was available, or there were any other reasonable grounds, and the court had to find that it was necessary, for fair settlement of any material point in issue, to take such evidence. The Plaintiff filed a motion to submit supplementary list of evidence No. 5, dated 21 June 2006, before the last session. The Plaintiff stated that it had just been informed by Mr. Kanung Ruechai that he was to testify as the Plaintiff's witness, using foreign legal textbooks to support his testimony. The court is of the view that the Plaintiff had known that it was to introduce this witness, because the Plaintiff submitted supplementary list of evidence No. 3 which included, in item 10, an expert in Thai and foreign intellectual property laws. As the Plaintiff did not specify the name and address of the expert, the adduction of this witness was unlawful. The IP & IT Division of the Supreme Court is of the view that the Central IP & IT Court lawfully rendered its order disallowing the Plaintiff to postpone the examination of Mr. Sompote Thienthong, its witness, and dismissing its motion to submit supplementary list of evidence No. 5, which included Mr. Kanung Ruechai's name and other documents. The IP & IT Division of the Supreme Court concurred with the Central IP & IT Court's order. The Plaintiff's appeal in this respect was not substantiated.

The Central IP & IT Court did not issue an order relating to the costs and fees for Defendants No. 1 and No. 2's counterclaim, and costs and fees of the Co-defendant. The IP & IT Division of the Supreme Court deems it appropriate to properly issue an order.

The IP & IT Division of the Supreme Court amends the judgment. Defendants No. 1 and No. 2 are ordered to jointly pay Baht 5 million to the Plaintiff, together with interest thereon at 7.5 percent per annum, calculated from the day following 7 October 2004, which was the date the suit was filed, until all payment is made to the Plaintiff. The court dismisses the complaint against Defendant No. 3 and the Co-defendant, Defendants No. 1 and No. 2's counterclaim, and the Plaintiff's appeal against

order. The Plaintiff and Defendants No. 1 and No. 2 shall be responsible for their costs and fees in respect of the complaint and counterclaim in both courts. The rest of the request was dismissed.

Mr. Maitri Sri-a-roon

Mr. Parinya Deepadung

Mrs. Nualnoi Pholtavee

Central Intellectual Property and International Trade Court

19 June 2006

An appointment was set to hear the Supreme Court's judgment. An attorney-in-fact of the Plaintiff's lawyer, and an attorney-in-fact of the Defendants' lawyer appeared in court. The three Defendants were aware of the appointment, but did not appear.

The Supreme Court's judgment was read to the litigants that appeared in court. It was deemed that the three Defendants duly acknowledged the Supreme Court's judgment.

An order to enforce the Supreme Court's judgment shall be served within 30 days. If the order is not duly received, it shall be posted and delivered by the Plaintiff.

Notice of the reading was served.

(signature)	Recoded/read
(signature)	Attorney-in-fact of the Plaintiff's lawyer
(signature)	Attorney-in-fact of the Defendants' lawyer